

U. S. GOVERNMENT PRINTING OFFICE
DALLAS REGIONAL PRINTING PROCUREMENT OFFICE
1100 COMMERCE ST., ROOM 731
DALLAS, TX 75242

Sealed bids will be received until 2:00 PM prevailing Dallas, Texas time, April 27, 2008 and no later.

FACSIMILE BIDS: Facsimile bids are permitted.

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.

(f) Submit facsimile bid to FAX No. 214-767-4101, one bid per facsimile.

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

The bidder agrees that any contract resulting from the bidder's offer shall be subject to all terms and conditions of U. S. Government Printing Office Contract Terms revised June 2001 (GPO Pub. 310.2) and USGPO Quality Assurance Through Attributes, revised August 2002 (GPO Pub. 310.1). In case of conflict the provisions of this specification will prevail.

QUALITY LEVEL FOR THE PRINTING AND FINISHING ATTRIBUTES OF THE PRODUCTS SPECIFIED
HEREIN IS: PRINTING – LEVEL III FINISHING – LEVEL III

PRODUCT: Tab Dividers.

TITLE: Examination Work Paper Index Reference Tabs.

QUANTITY: 160,101 sets of 30 tabs = 4,803,030 tabs. +/- none.

NUMBER OF PAGES: Thirty leaves.

TRIM SIZE: 9 x 11" (includes ½" tab).

MATERIAL FURNISHED:

A list of tabs to be set, a previously printed sample tab set, a GPO Form 917 (Certificate of Selection) and a GPO Form 2678 (Blue Label). Contractor must set all tabs and body text (73 lines of type). Contractor to match type size, style and layout of the sample. Contractor must use the sample as camera copy for the IRS logo and document identification. Reproduce same size. Match the placement of the similar sample.

A Form 2040 in PDF fillable Adobe Acrobat 5.0 file format will be provided by email to the contractor. Contractor is required to have internet access, provided through their internet service provider with e-mail and a web browser equivalent to Internet Explorer 5.0 or Netscape 4.0. The contractor is also required to have Adobe Acrobat 6.0 (or higher) software (not Adobe reader). An email address must be provided to GPO upon award for the IRS to email the form.

The contractor is required to complete and email Form 2040 daily to the IRS when shipping begins. The majority of the information will be included in the report from the IRS to the contractor, but the contractor is responsible for the verification and correctness of information supplied back to the IRS. If there is any missing or incorrect information, contact GPO immediately for instructions. The contractor must update the Electronic Form 2040 and transmit via email to IRS each day the product ships.

A carton label to be completed by the contractor will be provided with the 2040. The labels must be generated from the electronic file provided (No handwritten information is acceptable and there must be a bar code on the label). When a carton quantity of "0" (zero) is on the PDF label received, the contractor must electronically update the PDF with the packing quantity to ensure the proper information will be embedded in the bar code. Failure of the contractor to update the PDF electronically will result in the shipment being rejected and re-labeled at the contractor's expense. If requested by the department, the contractor must send an electronic PDF proof of the label prior to reproducing.

Contractor must follow ALL packing/labeling/palletizing requirements furnished on attached pages. Do NOT substitute IRS labels. Any deviation in packing, labeling and/or shipping requirements may be cause for rejection of order and the contractor will have 48 hours to correct any deficiency. If not corrected in that timeframe, the Government will correct at contractor's expense.

PRESSWORK: Print face only in black ink.

DESCRIPTION: The first leaf prints face only on the body and tab. The balance prints face only on the tab only. Tabs are 1/5th cut with rounded corners (6 full banks). Drill 2 round holes 5/16" in diameter, 2-3/4" center to center, centered in the top 8-1/2" dimension, center of holes 3/8" from the top edge. Drill an additional 3 round holes, 5/16" in diameter, 4-1/4" center to center, center of holes 3/8" from the left edge. Collate into sets and shrink film wrap each set. Pack to prevent curling or damage to the tabs during transit.

MARGINS: Center image - no bleeds.

INK: Black

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP code numbers in the "Government Paper Specifications Standards No. 12" dated February 2008. NOTE: ALL STOCK MUST BE OF A UNIFORM SHADE.

JCP Code* K10, White Index, Basis size 25.5 x 30.5", basis Weight 90 or 110 lb.

PROOFS:

PROOF DELIVERY NOTIFICATION: The contractor must notify the Dallas GPO via facsimile or e-mail when the proofs are shipped to the department and provide the name of the carrier service and tracking number(s). Additionally, if the proofs are not returned by the department within the specified time the contractor must notify the GPO that the proofs have not been returned. The contractor may not be allowed additional time due to a proof over-hold, if he fails to notify the GPO on the first day of the over-hold. Send proof delivery notification via facsimile to (214) 767-0456 or e-mail gcarlson@gpo.gov. Include the GPO jacket number with all correspondence.

Three (3) sets of digital content proofs. At contractor's option, a film-based composite blueline may be submitted. Proofs shall be collated in page sequence with all elements in proper position (not pasted up) and trimmed to the finished size of the product.

The proofs will be checked for quality and compliance with these specifications, approved or approved with comments and made available for pickup by the contractor within one (1) working day after receipt at the GPO and the IRS, Dallas, TX. If, in the opinion of the GPO and/or department, the proofs are not a true representation of the furnished art or contain noticeable defects they will be rejected and the contractor will be required to make the necessary corrections and reproof at no additional expense to the Government. The schedule stated elsewhere in these specifications CANNOT be extended to allow for such reproofing.

To maintain the delivery schedule stated elsewhere in these specifications, the proofs and samples must be DELIVERED to Dallas, TX, no later than May 6, 2009. If the contractor cannot provide an acceptable set of proofs and samples by the date specified or within reasonably sufficient time to allow for proof review and printing, BEFORE THE ESTABLISHED DELIVERY DATE, he/she may be required to show cause as to why the contract should not be terminated for default. The proofs must be packaged and delivered as follows to:

IRS

Attn: Ann Burgess
4050 Alpha Road
MS 7015 NDAL
Dallas TX 75244

-----2 proofs, all Government-furnished material and a pre-paid airbill for return of one reviewed proof and the Government-furnished material to the contractor.

U.S. Government Printing Office
1100 Commerce St, Rm 731
Dallas, TX 75242

-----1 proof. M/F: 546-783/Proofs/GDC

NOTE: Proofs will be returned from the IRS, Dallas only. Do not print prior to receipt of an "OK to print".

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Inspection Levels (ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Product Quality Levels (GPO Pub 310.1):

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.

Specified Standards (Items P-7, GPO Pub. 310.1)

Attribute
P-7. Type Quality and Uniformity

Specified Standard
Approved Proof

PACKING AND MARKING:

Contractor must follow ALL packing/labeling/palletizing requirements furnished on attached pages. Do NOT substitute IRS labels. Any deviation in packing/labeling/shipping requirements may be cause for rejection of order and the contractor will have 48 hours to correct any deficiency. If not corrected in that timeframe the Government will correct at contractor's expense.

Collate into sets and shrink film wrap each set. Pack to prevent curling or damage to tabs during transit.

Pack 46 tab sets per shipping container. NO VARIATION IS ALLOWED. Shipment to Bloomington, IL will contain 3,476 shipping containers. Pallets are required.

DELIVERY INSTRUCTIONS: Ships f.o.b. contractor's city and f.o.b. destination. The shipment to Bloomington, IL will ship via IRS-supplied GBLs. The contractor must contact Ann Burgess at 972-308-1935 or Ann.A.Burgess@irs.gov at least 10 workdays prior to shipping to arrange for GBLs.

Ship the following f.o.b. contractor's city via IRS-supplied GBLs.

IRS/National Distribution Center
W:CAR:MP:M:L:NDC:B:WH
1201 N Mitsubishi Motorway
Bloomington, IL 61705-6613
-----159,896 tab sets.

Deliver the following f.o.b. destination. Include the cost for these shipments in your bid.

IRS/Ann Burgess
MS 7015 NDAL
4050 Alpha Road
Dallas, TX 75244-4203
-----5 tab sets and all Government-furnished material.

U. S. Government Printing Office (IRS)
Quality Assurance Section, Stop PPSQ, Rm A843
732 N Capitol St, NW
Washington, DC 20401
-----200 tab sets (Blue Label copies).

SCHEDULE: See "Notice of Compliance with Schedules", Article 12, Contract Clauses, GPO Contract Terms, effective December 1, 1987, revised June 2001.

Material will be available for pickup at the GPO, Dallas, TX on April 30, 2009.

Proofs deliver on or before May 6, 2009.

Ship to Bloomington, IL on or before May 29, 2009.

Deliver to the Dallas, TX and Washington, DC addresses on or before May 29, 2009.

QUOTATIONS: In addition to quoting a price for the quantity called for in these specifications, a quotation must also be submitted for each additional 1,000 sets printed at the same time as the initial order. The price quoted for additional quantities must be exclusive of all basic or preliminary costs.

Document 12278 – 2009-08044 List of Tabs

TAB 1	4318 Examination Workpapers Index
TAB 2	100 Activity Record-Form 9984
TAB 3	105 Administrative Lead Sheet
TAB 4	110 Revenue Agent "Plan to Close" Checksheet
TAB 5	110-2 Risk Analysis (mandatory)
TAB 6	115 Group Manager Concurrence Meeting Checksheet
TAB 7	120 Initial Taxpayer Contact Checksheet
TAB 8	125-1 Initial Appointment Agenda
TAB 9	125-2 Initial Interview Questions
TAB 10	125-3 Closing Conference Agenda
TAB 11	130 Multi-Year and Related Returns Lead Sheet
TAB 12	200 Internal Controls Lead Sheet (Business tax returns)
TAB 13	205 Fraud Awareness Lead Sheet
TAB 14	300 Penalty Approval Form
TAB 15	400 Income Probe (mandatory)
TAB 16	401 Gross Receipts
TAB 17	402
TAB 18	403
TAB 19	404
TAB 20	405
TAB 21	500
TAB 22	599 Statutory Adjustments
TAB 23	600 Classification Checksheet
TAB 24	605 Correspondence
TAB 25	610 Information Document Requests
TAB 26	630 E-Business-Internet Research
TAB 27	635 Third Party Contacts
TAB 28	640 Summons
TAB 29	645 Internal Research
TAB 30	650 Case Building Coversheet and Materials

Attachment 1

2009-08044

Carton Shipping Instructions (Printers: Please Read Carefully)

All shipping cartons must have the Carton Shipping Label affixed to one end of the carton (never on top, long side, or bottom). On small package carrier boxes/envelopes, the IRS label is to be affixed to the top of the package and the SPC shipping company label to the reverse side of the package.

If you receive a label from IRS without a Catalog Number, Revision Date, IRS Requisition Number, Product Number, Product Title, or blank carton quantity, the contractor must contact the IRS printing specialist for an updated carton label.

The following fields must be updated **electronically** by the contractor, when not entered by the IRS on the PDF label using Adobe Acrobat 6.0. **Do not make hand-written updates to the label under any circumstances.**

- Carton # of #
- From Address
- To Address
- Carton Quantity

Automated **Carton # of #** fields: To print the correct number of labels with for each address with sequential carton numbers, input in the total number of cartons and press "Print Labels" button. *Warning: Once the print button is pressed, printing cannot be cancelled. Be sure all information is correct prior to printing labels.*

When a carton quantity of "0" (zero) is on the PDF label received, the contractor must electronically update the PDF with the packing quantity to ensure that the proper information will be embedded in the bar code.

The label must be produced same-size in black ink on white paper.

If requested, the contractor must send an electronic PDF proof of label prior to reproducing.

Failure of the contractor to update the PDF electronically will result in the shipment being rejected and re-labeled at the contractor's expense.

Shipping/Distribution Instructions

See attached Distribution List (2040). Online 2040 instructions, Shipping and Palletizing specs attached.

Must be **full** qtys to all consignees; no shortages accepted.

Contractor **must**:

- (1) Complete agency carton labels prior to reproducing & applying to cartons. IRS Carton labels for SPC shipments require the boxes in the upper right corner of the label, "CARTON#" and "OF" to be filled in (eg. 1 of 3, 2 of 3, and 3 of 3).
- (2) Follow all attachments (Shipping and Palletizing).
- (3) All shipments **over 750lbs** to a single dest. must ship via GBLs.
- (4) Shipments **under 750lbs** ship via IRS UPS account. If the contractor needs to setup an UPS account with the IRS they **must** email the printer contractor name, complete address, printer contact name, phone number and email address to Ann.A.Burgess@irs.gov **7-business days prior** to ship date.
- (5) Contractor to complete Online 2040 via email **each day** products ship.

Special Requirements for shipping on IRS UPS Account.

The print contractor must have the capability to generate UPS shipping labels electronically. It is the print contractor's responsibility to be familiar with electronic shipping methods via UPS. There are many ways to generate electronic shipping labels, either through a UPS shipping system (UPS WorldShip System or UPS Internet Shipping) or a 3rd Party Shipping Software (Pitney Bowes Shipping Software, etc.). The print contractor is to ship UPS ground unless specified otherwise.

In addition to basic addressing requirements, UPS shipping systems provide two reference fields that are required to be used:

1. *Reference Field 1*: Government Printing Office (GPO) Jacket number or Small Purchase Agreement (SPA) Contract Number, and
2. *Reference Field 2*: IRS Print Requisition Number

****Small Package Carrier (UPS)** shipments require one address label per carton/package. The UPS address labels must be affixed to the top of each and every carton/package.

Attachment # 3

IRS Req # 2009-08044

Online 2040 Attachment

Furnished by Government: Form 2040 in a PDF fillable Adobe Acrobat 6.0 file format provided via email.

Furnished by Contractor: Print contractor is required to have Internet access, provided through their Internet Service Provider (ISP) with e-mail and web browser equivalent to Internet Explorer 5.0 or Netscape 4.0. The print contractor is also required to have Adobe Acrobat 6.0 (or higher) software (not Adobe Reader). The contractor must furnish an e-mail address for the IRS to e-mail the form.

The print contractor is required to complete and e-mail Form 240 daily to the IRS when shipping begins. Form 2040 is in a PDF fillable file format. The majority of the information will be included in the report from the IRS to the contractor, but the contractor is responsible for the verification and correctness of information supplied back to IRS. If there is any information missing or incorrect, please contact Ann.A.Burgess at 972-308-1435 or email at Ann.A.Burgess@irs.gov

The contractor **must** update the Electronic Form 2040 and transmit via e-mail to IRS each day the product ships. Any delay or missed input could result in delay of payment.

UPON AWARD - Contractor must submit email to IRS JonatBurgess@irs.gov immediately follow award. Email subject should be labeled, "Online 2040 Request, GPO Jacket XXX-XXX". The subject should be repeated in the body of the email. Also a contact name and phone number as well as email address if different from the one used should be provided in the body of the email.

Attachment 4

Revised 8-9-2000

IRS Requisition # 2009-08044

Packing:

Contractor to furnish all cartons for bulk shipments: Cartons must be corrugated or solid fiber shipping containers, 1380 kPa (275 psi) minimum bursting strength. Bottom flaps may be glued, stapled, or sealed with polyester tape 51 to 76 mm (2 to 3") width, minimum 12kNm (65 lbs./inch) transverse tensile strength). If stapled, cartons must be stapled before packing and without damage to the product. Cartons are to be sealed at the top with 51 to 76 mm (2 to 3") paper or polyester taped (not reinforced). Approximate carton size is 445 x 295 x 203 mm (17-1/2 x 11-1/2 x 8"). Contractor will determine exact dimensions of carton in accordance with folded and/or trim size and weight of the product produced.

ALL CARTONS MUST BE PACKED SOLID.

Carton Labeling

Cartons used for shipping will require a carton label. Complete and copy the attached shipping label and affix one to each shipping container according to the instructions at the top of the base carton label sheet. Improper, partial, or incorrect labeling may require the vendor to reimburse IRS for time spent correcting the order.

Packing

Pack cartons in ___ stack(s) (___ column(s) of ___) in suitable uniform quantities per carton, with the weight of a fully packed carton between 28 to 32 lbs.

Pallets

Pallets (required for motor freight shipments only) must be type III and must conform with Federal Specifications NN-P-71C, and any amendments thereto except for dimensions (as shown on the following page) and single center stringer. Full entry MUST be on the 40" width. Strict adherence to these dimensions is necessary to accommodate storage requirements of IRS distribution centers. Receipt of incorrect pallets may result in a charge for each incorrect pallet, which will be assessed against the contractor. This charge will cover additional costs incurred by IRS to re-palletize the shipment onto correct pallets. Cartons shall be stacked on pallets with a maximum height of 55" including pallet. Do NOT use metal strapping or pallet caps for securing material on pallets. There must be no more than one partial pallet per destination.

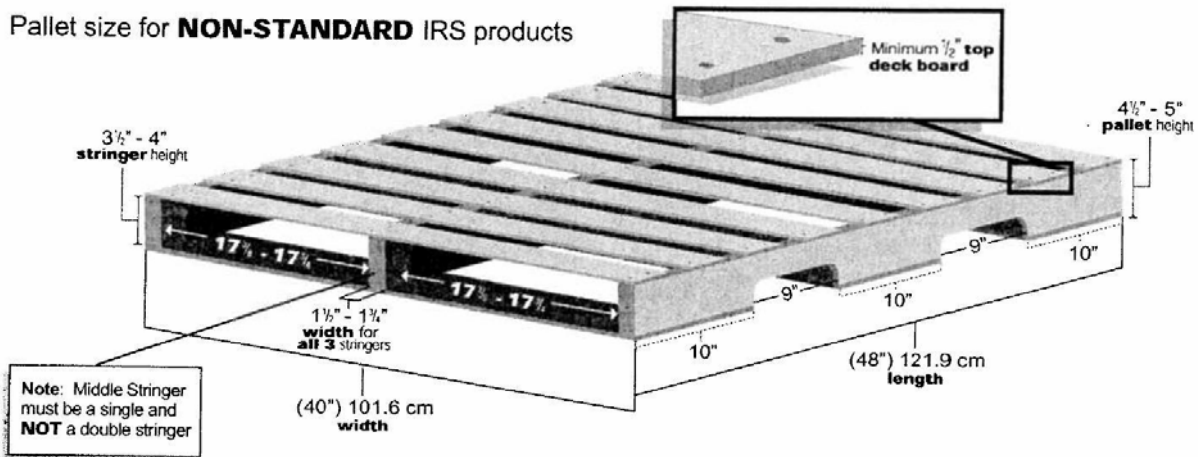
Palletizing:

Cartons shall be stacked on pallets using a reverse layer pattern, usually having 9 cartons per layer, or as appropriate (see following page). Cartons must be fastened securely to the pallet in a manner that will prevent movement during transit but permit ready removal, without damage to the cartons at destinations.

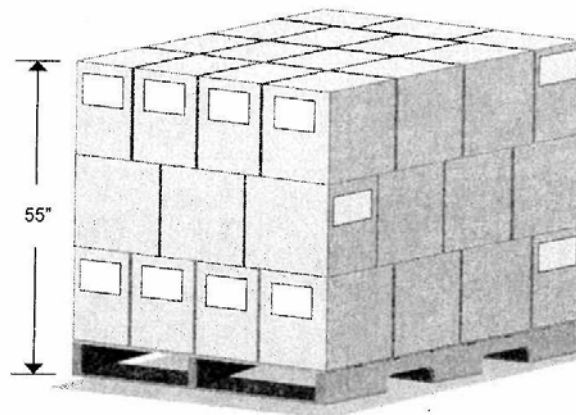
IRS Pallet Specifications

NOTE: The pallet in this specification is the standard pallet size that **MUST** be used when palletizing non-standard IRS products. Palletization for cartons of non-Standard (non-letter size) IRS products should be based on a configuration that minimizes space between cartons and brings the end of each carton as close to the edge of the pallet as possible – without extending beyond the size of the pallet – always keeping in mind the stability of the required pallet size. Labels should be placed on all the cartons in the same location; with as many labels visible from the outer edge of the pallet as is possible. Direct any pallet inquiries to the appropriate IRS Printing Specialist prior to job completion.

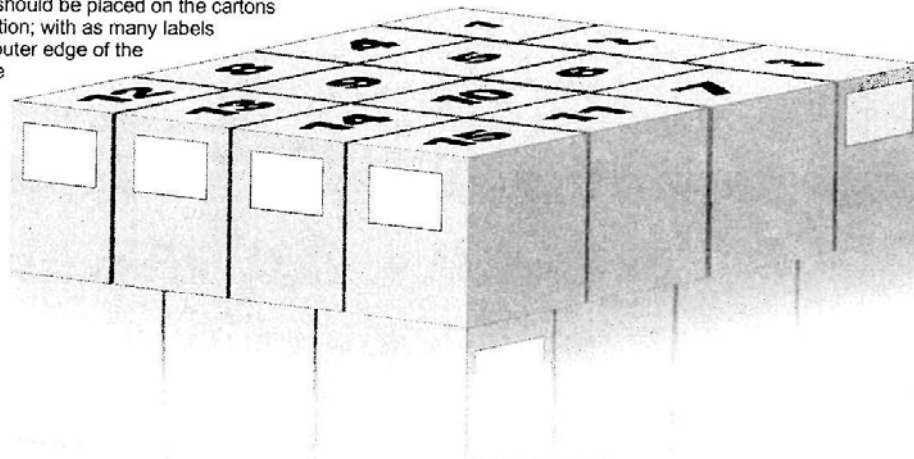
Pallet size for **NON-STANDARD** IRS products



For non-standard IRS products the maximum full pallet (pallet + cartons) height **MUST NOT** exceed 55".



ALL LABELS should be placed on the cartons in the same location; with as many labels visible from the outer edge of the pallet as possible



U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

Company _____

Address _____

City _____ State _____ Zip _____

GPO Contractor Code (if known) _____

Telephone Number _____

PERSON AUTHORIZED TO BID

Name _____

Title _____

Signature _____

Date _____

Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that:

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid—

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.